United States Bankruptcy Court District of Oregon

In re: Jeffrey Alan Atkins Mary Katherine Atkins Debtors Case No. 11-36492-tmb Chapter 7

TOTAL: 1

CERTIFICATE OF NOTICE

District/off: 0979-3 User: kerrie Page 1 of 2 Date Rcvd: Nov 18, 2011

Form ID: DNH Total Noticed: 5

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 20, 2011.

db/jdb +Jeffrey Alan Atkins, Mary Katherine Atkins, 712 B Patrol St, Molalla, OR 97038-9370 smg +Dept of Justice, Division of Child Support, Attn: Bankruptcy Unit, POB 14670,

Salem, OR 97309-5013

smg +US Attorney, US Attorney, 1000 SW 3rd Ave #600, Portland, OR 97204-2936

smg +US Attorney General, Department of Justice, 10th & Constitution NW,

Washington, DC 20530-0001

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smq E-mail/Text: bankruptcy.revenue@dor.state.or.us Nov 19 2011 02:42:46 ODR Bkcy,

955 Center NE #353, Salem, OR 97301-2555

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked $^{\prime +\prime}$ were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 20, 2011

Signature

Case 11-36492-tmb7 Doc 19 Filed 11/20/11

District/off: 0979-3 User: kerrie Form ID: DNH Date Rcvd: Nov 18, 2011

Page 2 of 2 Total Noticed: 5

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 18, 2011 at the address(es) listed below:

TOTAL: 0

DNH (12/1/09) kam

UNITED STATES BANKRUPTCY COURT District of Oregon

U.S. BANKRUPTCY COURT DISTRICT OF OREGON FILED

In re Jeffrey Alan Atkins, xxx-xx-0322 Mary Katherine Atkins, xxx-xx-7206	Case No. 11–36492–tmb7	November 18, 2011 Clerk, U.S. Bankruptcy Court
Other names used by joint debtor:Mary Katherine Rainey Debtor(s)	NOTICE OF DISCHARGE HEARING	BY kam DEPUTY

NOTICE IS GIVEN THAT A DISCHARGE HEARING WILL BE HELD:

DATE: 12/22/11 **TIME:** 01:30 PM

LOCATION: US Bankruptcy Court, Courtroom #4, 1001 SW 5th Ave, 7th Floor, Portland, OR 97204

<u>EACH</u> <u>DEBTOR MUST</u> <u>PERSONALLY APPEAR AT THIS HEARING</u> since agreement(s) were entered into concerning the reaffirmation in whole or in part of any dischargeable debt, settlement of a nondischargeability claim, and/or redemption of property. The judge may review any documents that are filed prior to this hearing.

Questions?? Call 503–326–1500 Clerk, U.S. Bankruptcy Court

NOTICE TO DEBTORS REGARDING REAFFIRMATION AGREEMENTS

A reaffirmation agreement is an agreement entered into after bankruptcy is filed to pay a pre-bankruptcy debt. Court approval of a reaffirmation is required if the reaffirmation agreement was not accompanied by an attorney certification, or if the Official Form #B27 Cover Sheet attached to the reaffirmation agreement indicates a presumption of undue hardship on you or your dependents. In order for the court to approve a reaffirmation agreement, the court must determine as to those agreements that they: (1) will not impose an undue hardship on you or your dependents, and (2) are in your best interest. In order for the court to make those determinations you must talk with the court.

YOU ARE NOTIFIED THAT IF you want the court to approve any of those agreements **YOU MUST** obtain court approval of the pertinent reaffirmation agreement(s) at the **DISCHARGE HEARING SET ABOVE**. If the court does not approve any of those agreements, the agreement is not enforceable.

The purpose of this notice is to give you the additional advice required by law. Your bankruptcy discharge will stop most of your creditors from attempting to collect debts you incurred prior to filing bankruptcy. Certain debts may not be discharged, as explained more fully in a memorandum on discharge and dischargeability normally made available to you at the §341(a) meeting of creditors.

Also, bankruptcy will not stop a secured creditor whose lien is not avoided during this case from repossessing its collateral if you fail to make the payments and perform your other obligations under the security agreement.

Page 1 of 2 IMPORTANT: NOTICE TO DEBTORS CONTINUED ON BACK!

You are advised the law does not require you to reaffirm anything if it is not to your advantage. If you have reaffirmed any unsecured debts or have agreed to reaffirm a debt for an amount greater than the value of the collateral securing the debt, such agreement is probably not in your best interest unless it is in settlement of a dispute regarding the dischargeability of that debt. The reason is that you are exposing yourself to a lawsuit and collection through legal process if you fail to pay, without gaining any particular advantage. You can voluntarily pay the debt without reaffirming it, and then if you find that your circumstances change and you are unable to pay you will be protected from collection efforts by your bankruptcy discharge.

If you have entered into a reaffirmation agreement with any of your creditors, you have the absolute right to rescind or cancel that agreement if the rescission is done in a timely manner. You can rescind either: (1) within twenty (20) days of the hearing date shown on the other side of this document, or (2) within sixty (60) days after the agreement is filed with the court, whichever is later. Rescission can best be accomplished by furnishing to the Clerk of the Bankruptcy Court, before the deadline for rescinding, a written statement that you are rescinding the agreement and that you have mailed a copy to the creditor.

Remember, if you have entered into an enforceable reaffirmation agreement and fail to rescind the agreement by the deadline, you will have lost the benefit of bankruptcy as to that particular debt. If you later default under the agreement, the creditor will have all the rights provided to it by law, including, but not limited to, the right to repossess, foreclose and sue you for any balance still owing.

If you have any questions, you should call an attorney.

Thank you.

Clerk, U.S. Bankruptcy Court

Page 2 of 2 IMPORTANT: Debtors MUST READ BOTH SIDES of this document!